

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

UNITED STATES OF AMERICA,
United States Department of Justice
Enforcement and Affirmative Litigation
Branch
450 Fifth Street NW, Suite 6400,
Washington, DC 20044

No. 1:26-cv-2572

Plaintiff,

v.

**CIXI MIAOJIE ELECTRICAL
APPLIANCE CO., LTD.,**
No. 91, Huancheng West Road
Guanhaiwei Town, Cixi City
Ningbo City, Zhejiang Province

and

**CHANGSHA JIAYI TIANZHUO
TRADING, CO., LTD.**
Room 402, Building 1
Outang Resettlement Community
Wangyue Street, Yuelu District,
Changsha, Hunan Province

Defendants.

COMPLAINT FOR PERMANENT DECLARATORY AND ANCILLARY RELIEF

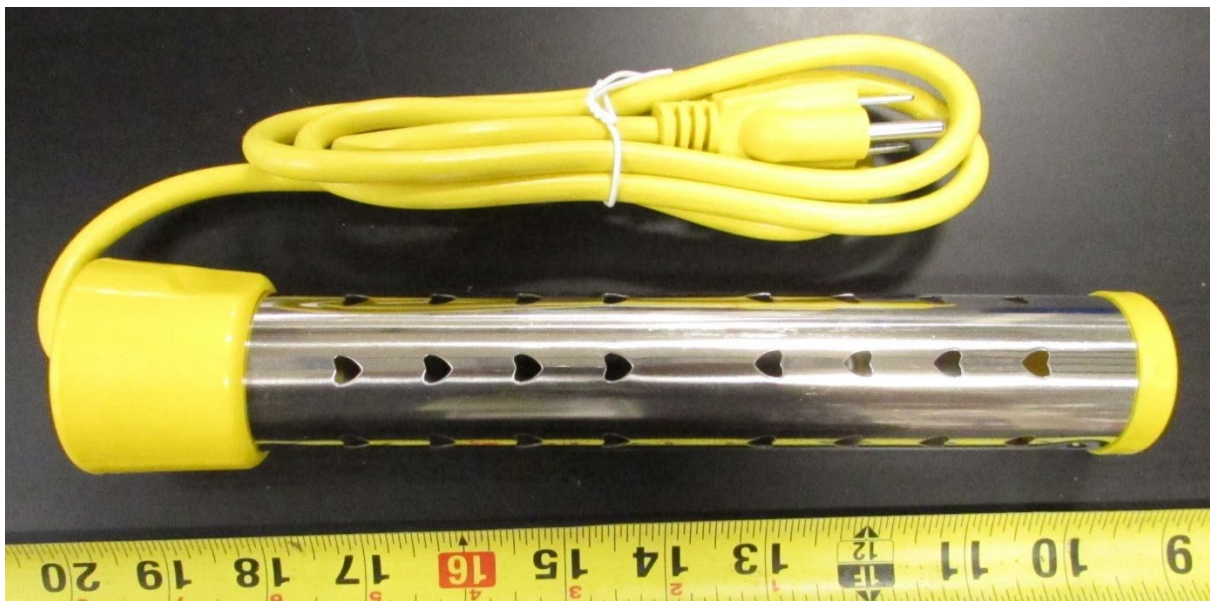
INTRODUCTION

1. The United States of America, by its undersigned attorneys, brings this action under Section 12 of the Consumer Product Safety Act (“CPSA”), 15 U.S.C. § 2061, for declaratory and ancillary relief to protect the American public from the imminent and unreasonable risk of death

or severe personal injury presented by portable electric immersion water heaters manufactured and/or sold by Defendants under the “Lakkzoom” label (the “Subject Heaters”).

2. The Subject Heaters are portable electrical devices consisting of a metal tube-shaped heating element attached to plastic end caps and a power cord. They have a shape and size similar to a curling iron. When energized and immersed in water, the Subject Heaters heat water for a variety of uses, including in baths, tubs and pools. Consumers typically use immersion heaters in their homes, often in bathrooms or garages in the vicinity of flammable materials such as towels, curtains, paper products or rags.

3. A Lakkzoom Subject Heater Model 1500W is pictured below:



4. The Subject Heaters present an imminent and unreasonable risk of death or severe personal injury because when they are energized while completely or partially out of water, they can overheat and ignite such that fire can spread to nearby combustibles within minutes.

5. Despite being marketed as safe, the Subject Heaters do not contain adequate safety features to prevent such overheating and fire risk. Certain other manufacturers’ immersion heaters currently marketed in the same price range contain “dry burn” protection features that cause the

unit to shut off if either the heating element is not in contact with water or reaches a dangerous temperature, mitigating the risk of fire.

6. As of today, Defendants have sold more than 98,000 units of their dangerous Subject Heaters within the United States. Since September 2024 alone, over 137 fire-related incidents involving the Subject Heaters have been reported.

7. The Subject Heaters are currently in tens of thousands of homes across the United States, presenting an imminent and unreasonable risk of death or severe personal injury to American consumers.

8. The United States brings this action to seek the immediate relief necessary to protect the public from the imminent and unreasonable risk of death or severe personal injury posed by Defendants' Subject Heaters.

JURISDICTION AND VENUE

9. This Court has jurisdiction over the subject matter of this action pursuant to 15 U.S.C. § 2061(a), (b)(1), and (d)(1); and 28 U.S.C. §§ 1331 and 1345.

10. Venue in the District of Columbia is proper under 15 U.S.C. § 2061(d)(1), 28 U.S.C. § 1391(b), (c).

THE DEFENDANTS

11. Defendant Cixi Miaojie Electrical Appliance Co., Ltd. is the manufacturer of immersion heaters sold under the "Lakkzoom" label. *See* 15 U.S.C. § 2052(a)(11). On information and belief, its principal place of business is in Ningbo, China.

12. Defendant Changsha Jiayi Tianzhuo Trading, Co. Ltd. ("Changsha Jiayi") is a retailer and importer of immersion heaters sold under the "Lakkzoom" label. *See* 15 U.S.C.

§ 2052(a)(13) and (11). On information and belief, its principal place of business is in Changsha, China.

13. On information and belief, Defendant Cixi Miaojie manufactured the Subject Heaters with the intent that they be sold to consumers in the United States.

14. On information and belief, Defendant Changsha Jiayi imported the Subject Heaters into the United States.

15. Defendant Changsha Jiayi has transacted business by purposely shipping its immersion heaters in the stream of commerce within the United States, including in the District of Columbia, and by marketing, promoting and selling such immersion heaters to consumers in the United States, including the District of Columbia, through use of the nationwide reach of United States e-commerce platforms.

16. Defendant Changsha Jiayi marketed and sold the Subject Heaters through a fulfillment program run by a major United States e-commerce platform. Defendant Changsha Jiayi entered into agreements with a major United States e-commerce platform to do the same and solicited orders for those products from United States consumers through that e-commerce platform.

17. Consumers in the United States have purchased Subject Heaters through that same e-commerce platform.

18. The Subject Heaters have been shipped to and warehoused in various facilities across the United States owned by a major United States e-commerce platform.

19. Defendants have manufactured, distributed, and/or sold at least 98,000 units of the Subject Heaters that have been purchased in the United States through a major e-commerce platform.

SECTION 12 OF THE CPSA

20. The CPSC is a federal regulatory agency established by Congress to protect the public from unreasonable risks of injury associated with consumer products, to assist consumers in evaluating the comparative safety of consumer products, and to promote research and investigation into the causes and prevention of product-related deaths, illnesses, and injuries. *See* 15 U.S.C. §§ 2051, 2053(a).

21. The CPSC is authorized by Congress to conduct such continuing studies and investigations of deaths, injuries, diseases, other health impairments, and economic losses resulting from accidents involving consumer products as it deems necessary, and to test consumer products and develop product safety test methods and testing devices, among many other things. *See* 15 U.S.C. § 2054.

22. Section 12 of the CPSA specifically authorizes suits to be brought in United States district court against any person who is a manufacturer (which also includes anyone who is an importer), distributor, or retailer of an “imminently hazardous consumer product,” which is defined as “a consumer product which presents imminent and unreasonable risk of death, serious illness, or severe personal injury.” 15 U.S.C. §§ 2052(a)(11); 2061(a), (d)(1).

23. In a Section 12 suit, the district court may “declare [the product in question] an imminently hazardous consumer product” and may “grant (as ancillary to such declaration or in lieu thereof) such temporary or permanent relief as may be necessary to protect the public from [the risk posed by the product].” 15 U.S.C. § 2061(b)(1). “Such relief may include a mandatory order requiring the notification of such risk to purchasers of such product known to the [D]efendant [or Defendants], public notice, the recall, the repair or the replacement of, or refund for, such product.” *Id.*

24. It is unlawful for any person to sell, offer for sale, manufacture for sale, distribute in commerce, or import into the United States any consumer product that is subject to an order under Section 12. *See* 15 U.S.C. § 2068(a)(2)(C).

DEFENDANTS' SUBJECT HEATERS

25. The Subject Heaters consist of a perforated metal tube with plastic end caps and an internal heating element. The Subject Heaters lack adequate dry burn protection, a feature designed to prevent fires when the product is not fully submerged.

26. Defendants manufactured, distributed, and/or sold the Subject Heaters under model numbers that include, but are not limited to, “1500W,” “HT1500W” (a/k/a MJ-R13), “HT2000W,” and “2000W,” bearing the “Lakkzoom” label.

27. The Subject Heaters sold for approximately \$20 to \$40.

28. The Subject Heaters are a “consumer product,” as that term is defined at 15 U.S.C. § 2052(a)(5), which are produced or distributed for sale and/or sold to consumers for use, consumption or enjoyment in or around a permanent or temporary household or residence, a school, in recreation, or otherwise.

FACTUAL BACKGROUND

29. Immersion heaters are designed to operate while submerged in water so that the water absorbs the heat generated by the heating element. When the heating element is not completely immersed in water, however, there can be insufficient heat dissipation resulting in a quick rise in temperature of the heating element. This, in turn, can lead to ignition of the heater’s plastic components and any nearby combustible materials such as plastic, wood, paper or fabric.

A. Reports of Fire-Related Incidents Involving the Subject Heaters

30. Beginning in late 2022, United States consumers began reporting in customer reviews on the major e-commerce platform from which they purchased the Subject Heaters that the Subject Heaters were catching fire during use.

31. Since December 2022, CPSC has identified at least 235 fire-related incidents involving Subject Heaters.

32. Among the 235 reports received by a major e-commerce platform, consumers described the following complaints regarding their use of the Subject Heaters:

- a. “[T]he product when I used it for the first time to test it, it began to spark and the plastic burned and melted, the house was filled with smoke from the fire.”
- b. “This caught fire as soon as we took out of the water. We were testing it out before our camping trip. We followed directions. This could have been a disaster.”
- c. “On third day of use the whole heater exploded and caught pool on fire that burnt a big hole in liner.”
- d. “This thing somehow caught my bathtub on fire! I used it a few times just fine- it would heat my bath water in about 15 min. Last night, within little time something went very wrong! Now my tub is melted from BIG fire and my house full of soot! It could have burned my house down!”
- e. “[W]ithin 15 seconds of plugging this in it pops the end off and catches on fire shooting out small flames as it melts plastic. Not only did it catch on fire but it also but [*sic*] my clothes from the flames.”
- f. “This caught on fire and almost burned my garage down.”
- g. “Caught on fire after removing from water per instructions.”
- h. “This product worked great for the first couple of uses. I was using it today to heat water and the dang thing caught on fire. thankfully I was in the same room or we would have lost our entire camper. I do not recommend this device to anyone. The device was on fire inside a bucket of water. UNBELIEVABLE!”
- i. “[T]his item cought [*sic*] fire and i almost lost my salon if i had not come to check on the water it was supposed to be heating. Please replace this item!”

- j. “Upon receiving package [] went home, opened packaging thoroughly read instructions submerged item fully in a 5 gallon bucket and then plugged device in an outlet. Item caught fire. It was a streaming light of flames im so fortunate that I was testing item outside in my lanai.”
- k. “This product went on fire all of a sudden for just a mere minute or two after being immersed on water. If I didn't go back right away, my house could've been on fire unknowingly! I do not recommend!!!!”
- l. “The item caught on fire even when fully submerged under water.”

33. CPSC conducted its own investigations of several of the 235 reports received by a major e-commerce platform and confirmed additional fire-related incidents with the Subject Heaters, such as:

- a. A Washington state father was heating an above-ground swimming pool with the Subject Heater when his nine-year-old daughter alerted him that she saw flames emitting from the pool. The man took the Subject Heater out of the pool and poured water on it to extinguish the fire. The pool’s ladder was damaged as a result of the fire.
- b. A Minnesota woman was heating a hot tub outside of her home with the Subject Heater. She walked away but kept checking on the Subject Heater over the course of several hours. Approximately two and a half hours after she began heating it, the consumer and her husband heard a loud explosion while they were in their home and saw fire shooting straight out of the hot tub. She called 9-1-1 while her husband attempted to extinguish the fire. A fireboat on a nearby lake assisted in hosing down the trees with water. The hot tub was destroyed and there was fire damage to the outside structure containing the hot tub.
- c. A California woman was using the Subject Heater to warm water in a bucket inside her recreational vehicle shower when she noticed flames after about ten minutes, resulting in damage to her shower.
- d. A Florida woman’s Subject Heater caught on fire as she pulled it out of the water she was heating in her bathtub.
- e. Another Florida woman reported that the Subject Heater that she gave her mother caught fire when her mother removed it from the water in a hot tub that she was heating.

B. UL Standards for Electrical Heating Appliances

34. Since 1930, Underwriters Laboratories (“UL”), a voluntary standard setting organization that develops safety standards and tests products across dozens of industries, has

maintained a voluntary standard for electrical heating appliances, known as UL 499, *Standard for Electric Heating Appliances-2025*. Among other things, UL 499 sets forth testing requirements to determine whether a risk of fire exists with electrical heating appliances, including immersion heaters.

35. The Subject Heaters do not meet the requirements of UL 499 because CPSC testing under a protocol modeled after UL 499 demonstrated that the products caught fire when they were energized outside of water.

36. For immersion heaters specifically, the UL 499 testing protocol requires that a cord-connected immersion heater is to be operated on a softwood surface covered with two layers of white tissue paper, with the sheath of the element in contact with the paper-covered surface. Under the UL 499, clause 42.9.1 testing protocol, an immersion heater is considered to involve a risk of fire if there is any emission of flame or molten metal, other than drops of melted solder, or if the operation of the product results in the glowing or flaming of combustible material upon which the product may be placed.

37. CPSC tested samples of two models of the Subject Heaters—designated by the model numbers “1500W” and “2000W”—under a testing protocol modeled after UL 499. When tested, both models emitted flames and caused flaming of the combustible material placed under the product. As a result, both models of Subject Heaters involve a risk of fire under the UL 499 standard.

38. While UL 499 is a voluntary safety standard, and manufacturers are not required by law to certify compliance with UL 499, failure to comply with this voluntary safety standard is evidence that the products present a risk of fire.

C. CPSC Testing of Certain Subject Heaters

39. Given the significant number and the severity of reports of fire-related incidents involving immersion heaters, CPSC conducted a series of tests to characterize the risk presented by Defendants' immersion heaters utilized under different conditions by consumers. Specifically, CPSC identified patterns of consumer use from its investigations of fire-related incidents and then tested Defendants' immersion heaters in laboratory settings that mimicked those patterns of use.

1. "Dry Operation" Testing

40. One pattern of consumer use is when a Subject Heater is plugged into an electrical outlet and energized while completely out of water. During such use, if the Subject Heater is not fully immersed in water, the Subject Heater can quickly overheat, ignite and spread fire to flammable materials in close proximity.

41. To test whether the Subject Heaters posed a risk of fire during this pattern of use, CPSC subjected samples to a "dry operation" test to determine whether they pose a risk of fire when used completely out of water. Under the "dry operation" test protocol, the sample Subject Heaters were suspended vertically with the lowest point on the Subject Heater measured at twelve inches above six layers of cotton cheesecloth placed on a horizontal surface directly below the test unit. The cheesecloth was used as an indicator of whether overheating of the Subject Heater could ignite nearby flammable material.

42. CPSC subjected two samples of model "1500W" of the Subject Heaters to this "dry operation" test and measured whether the heater would ignite and, if so, how long it would take for flames to begin: (a) visibly appearing to emerge or escape from the unit; (b) dripping down from the unit towards the cheesecloth underneath; and (c) igniting the cheesecloth.

43. Testing of the first sample resulted in flames escaping one minute and four seconds after it was plugged into an electrical outlet, flames dripping down on the cheesecloth after one

minute and twenty-six seconds, and ignition of the cheesecloth after two minutes and thirty-one seconds.

44. Testing of the second sample resulted in flames escaping fifty-nine seconds after it was plugged in, flames dripping down on the cheesecloth after one minute and twenty-five seconds, and ignition of the cheesecloth after two minutes and eighteen seconds.

45. CPSC also subjected one sample of model “2000W” of the Subject Heaters to this “dry operation” test. Testing of that sample resulted in flames escaping and dripping down on the cheesecloth one minute and nine seconds after it was plugged in and igniting the cheesecloth after one minute and twelve seconds.

2. Partial Immersion Testing

46. Another pattern of consumer use is when a Subject Heater is plugged into an electrical outlet and energized while partially immersed in water. If the Subject Heater is not fully immersed in water, or if evaporation—accelerated by the product’s heating of the water—causes the water level to fall and expose part of the Subject Heater to air, the Subject Heater can quickly overheat and ignite, potentially leading to a fire that spreads to flammable materials in close proximity.

47. To test whether the Subject Heaters posed a risk of fire when used in this way, CPSC subjected samples of Subject Heaters to a “partial immersion” test. Under this test protocol, the samples were placed inside a 5-gallon plastic bucket in contact with the inner side of the bucket containing water at a fixed percentage of the product’s length (25%, 45%, 62% and 83%) and then energized. CPSC then measured whether the heater would ignite and, if so, how long it would take for flames to begin breaching the side of the bucket, extending above the rim of the bucket, and dripping outside of the bucket.

48. CPSC subjected samples of Subject Heater models “1500W” and “2000W” to this “partial immersion” test.

49. When submerged in water to 25% of its length, the sample of the Subject Heater model “1500W” caught fire, causing flames to breach the side of the bucket, extend above the rim of the bucket in less than two minutes and drop flames outside the bucket in less than three minutes.

50. When submerged in water to 25% of its length, the sample of the Subject Heater model “2000W” caught fire, causing flames to breach the side of the bucket, extend above the rim of the bucket and drop flames outside the bucket in less than five minutes.

51. When submerged in water to 45% of its length, the sample of the Subject Heater model “1500W” caught fire, causing flames to breach the side of the bucket, extend above the rim of the bucket and drop flames outside the bucket in less than five minutes.

52. CPSC testing confirms that the Subject Heaters present an imminent and unreasonable risk of death or severe personal injury under several different known conditions of consumer use, including the likely scenario that the Subject Heaters will be energized while not fully submerged in water.

D. Alternative Safer Designs for Immersion Heaters

53. CPSC evaluated a second set of immersion heaters from other manufacturers containing dry burn protection, which is designed to prevent fire by ensuring that power is shut off to the heating element when the product is not fully submerged. The dry burn protection used in these heaters consists of either: (1) a system of sensors and control circuitry to detect when the unit is not fully submerged in water; or (2) a thermal limiting device to detect when the heating element has exceeded a set temperature and de-energize the heating element to prevent dry burn operation.

54. CPSC testing determined that the immersion heaters with built-in dry burn protection that it tested do not ignite when energized out of water and therefore are safer than the Subject Heaters which do not contain such features.

55. Immersion heaters with dry burn protection are available for purchase at a similar price as the Subject Heaters.

E. Defendants Mislead Consumers Regarding the Risk of Fire

56. Defendants do not advise consumers of the risk of fire from known and foreseeable consumer uses of the Subject Heaters.

57. To the contrary, Defendants marketed the Subject Heaters as safe. For example, in product listings used to solicit customers on online platforms, Defendants described their Subject Heaters as an “anti-scalding bucket heater” and claimed that their products utilize a “safe design,” has “intelligent temperature control” and/or that “the high quality copper power cord in thicken [sic] design to carry more electricity without causing overheating, smoke or fire, adds more security while using.”

58. Defendants also advertised the Subject Heaters as “UL listed” and claimed that their products were “UL certified, so you can choose with confidence” despite failing to comply with the applicable UL standard, UL 499, as described above.

59. These marketing statements give consumers a false sense of security, mislead them into believing the Subject Heaters are safe, and undermine any warnings or instructions to the contrary.

60. While the Subject Heaters include on-label statements that “Burning when lack of water,” “WARM TIPS: . . . Do not use it without water,” and “Make sure the heater and its plastic cover are completely immersed in water before you turn on the power,” these statements do not adequately advise consumers of the risk of fire.

61. These on-label statements do not advise consumers that, if not completely immersed in water for the entire duration of use, the Subject Heaters can overheat and ignite flammable materials in close proximity within minutes. Consumers may interpret these on-label statements as merely indicating that, if not fully immersed in water, the Subject Heaters are ineffective or will become inoperable or damaged.

62. The on-label statements do not warn that failing to continuously supervise the Subject Heaters can lead to a fire if the water level in the container falls below the level required for complete immersion either through evaporation or draining.

63. Defendants marketed their Subject Heaters for up to three hours of continuous use to heat large volumes of water.

64. Heated water evaporates at a significantly higher rate than room temperature water. Once Defendants' Subject Heaters are plugged in and immersed in water, they continue to heat without any additional consumer interaction. It is foreseeable that users will divert their attention to other tasks during prolonged operation. It is also foreseeable that consumers will not supervise the Subject Heaters continuously during use because of the length of time needed to heat large volumes of water, unaware that this behavior can result in the Subject Heaters becoming exposed to air, resulting in overheating and ignition within minutes.

65. Defendants' on-product labeling, packaging, and instructions accompanying their Subject Heaters are inadequate because they do not use proper English and are confusing, non-sensical, and even contradictory. For example, the on-product label "[b]urning when lack of water" is not proper English and is confusing, as is the packaging statement "[t]he height of the water must be completely immersed in the product, and then plug in the battery plug." The instruction statement "therefore, it must be supervised when it is in use, never leave it plugged in

while in water” is confusing, non-sensical, and contradictory because it must be in water at all times while plugged in.

66. In addition, warnings that accompany the Subject Heaters are often discarded after the product is first opened.

67. Therefore, it is foreseeable that consumers will have the Subject Heaters plugged in while partially or completely out of water—for example, by taking them out of water before unplugging them, plugging them in before placing them in water, or not submerging them completely—unaware that these behaviors can cause the Subject Heaters to burst into flames.

COUNT 1

IMMINENTLY HAZARDOUS CONSUMER PRODUCTS

(CPSA SECTION 12, 15 U.S.C. § 2061)

68. Paragraphs 1 through 67 are hereby realleged and incorporated by reference as if fully set forth herein.

69. The Subject Heaters are consumer products within the meaning of 15 U.S.C. § 2052(a)(5).

70. Defendant Cixi Miaojie Electrical Appliance Co., Ltd. is the manufacturer of the Subject Heaters within the meaning of 15 U.S.C. § 2052(a)(11).

71. Defendant Changsha Jiayi is a retailer and importer of the Subject Heaters within the meaning of 15 U.S.C. § 2052(a)(13) and (11).

72. The Subject Heaters present an imminent and unreasonable risk of death or severe personal injury under Section 12(a) of the CPSA, 15 U.S.C. § 2061(a).

73. Therefore, the Subject Heaters are imminently hazardous consumer products within the meaning of Section 12 of the CPSA, 15 U.S.C. § 2061.

RELIEF REQUESTED

WHEREFORE, the United States respectfully requests that this Court grant the following permanent declaratory and ancillary relief under Section 12(b) of the CPSA, 15 U.S.C. § 2061(b):

1. Declare that the Subject Heaters are “imminently hazardous consumer products” within the meaning of Section 12(a) of the CPSA, 15 U.S.C. § 2061(a);
2. Order Defendants to stop sale and cease further importation into the United States of their imminently hazardous Subject Heaters;
3. Order Defendants to notify the public of the hazards associated with the Subject Heaters, with approval of the content by the United States;
4. Order Defendants to directly notify all known consumer purchasers of the Subject Heaters, with approval of the content by the United States;
5. Order Defendants to conduct a mandatory recall of the Subject Heaters, providing consumers with a means of obtaining a full refund; and
6. Order such other and further relief as is necessary to protect the public health and safety from the imminent and unreasonable risk of death and injury presented by the Subject Heaters.

Dated: July 22, 2026

Respectfully submitted,

BRETT A. SHUMATE
Assistant Attorney General
Civil Division

SARMAD M. KHOJASTEH
Deputy Assistant Attorney General

JEANINE FERRIS PIRRO
United States Attorney

SEAN M. TEPE
DC Bar #1001323
Assistant U.S. Attorney

LISA K. HSIAO

Acting Director

ROGER J. GURAL

Assistant Director

JAMES T. NELSON

Senior Trial Attorney

/s/ Jordan A. Ryan Rinear

JORDAN A. RYAN RINEAR

Trial Attorney

Enforcement & Affirmative

Litigation Branch

U.S. Department of Justice

450 Fifth Street, N.W., Suite 6400

Washington, DC 20044

Tel: 202-598-7294

Email: jordan.a.ryan.2@usdoj.gov

601 D Street NW

Washington, DC 20530

(202) 252-2533

sean.tepe@usdoj.gov

OF COUNSEL:

ALEX DENNIS

RENEE MCCUNE

Attorneys

Division of Federal Court Litigation

Office of the General Counsel

MICHAEL ROGAL

JOSEPH KESSLER

Senior Trial Attorneys

Division of Enforcement & Litigation

Office of Compliance & Field Operations

U.S. Consumer Product Safety Commission

4330 East-West Highway

Bethesda, MD 20814